

The U.S. Department of the Navy and the U.S. General Services Administration cordially invite your bid to purchase this premier site located in the heart of the Bay Area.



# Oak Knoll

Former Naval Medical Center ▪ 167 +/- acres ▪ Oakland, California

## Auction Summary

Sale Type:	Online Auction
Start Date:	August 22, 2005
End Date:	Based on Bidding
Minimum Opening Bid:	\$12,000,000.00
Registration Deposit:	\$1,000,000.00 Cash AND \$1,000,000.00 Letter of Credit
Bid Increment:	\$200,000.00
Inspection Opportunities:	By appointment only. Contact GSA sales staff listed below

### For More Sales Information Contact:

David Haase, Realty Officer  
1-888-472-5263 (GSA-LAND), ext. 3426  
e-mail: [david.haase@gsa.gov](mailto:david.haase@gsa.gov)

Ken Paulson, Realty Officer  
1-888-472-5263 (GSA-LAND), ext. 3432  
e-mail: [ken.paulson@gsa.gov](mailto:ken.paulson@gsa.gov)

Angela La Monica, Realty Officer  
1-888-472-5263 (GSA-LAND), ext. 3430  
e-mail: [angela.lamonica@gsa.gov](mailto:angela.lamonica@gsa.gov)

### Web Page

<http://propertydisposal.gsa.gov>  
Click on state of California to view and download Property sales information

Send Bid Form with Registration Deposit and Letter of Credit to:

U.S. General Services Administration  
Office of Property Disposal (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3400  
Attn: David Haase, Realty Officer

### Online Auction

[www.auctionrp.com](http://www.auctionrp.com)

Create account and submit your bid

### Need More Online Auction Information?

Gina Arias-Arrieta  
1-888-472-5263 (GSA-LAND), ext. 3431  
e-mail: [gina.arias-arrieta@gsa.gov](mailto:gina.arias-arrieta@gsa.gov)

24-hour Bid Hotline Recording  
Call Toll Free 1-888-472-5263  
(888-GSA-LAND), Enter Property Code 101

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# Property Description

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## 1. Location and Description

This 167± acre site, formerly the Naval Medical Center Oakland, herein called Oak Knoll or the Sale Parcel, presents a rare development opportunity in the heart of the Bay Area.

Oak Knoll is situated in a secluded park-like setting in the Oakland hills. The configuration of the site offers spectacular views of Oakland and San Francisco as well as privacy and seclusion. The size, location and park-like setting is unique within the Bay Area.

Oak Knoll is just seven miles southeast of downtown Oakland, California and adjacent to I-580 freeway, offering excellent access to the local freeway systems, the Bay Bridge and BART.

Oak Knoll is improved with a 450,000+ square foot hospital and seventy other structures including residential and administrative buildings totaling approximately 500,000 square feet. Built in 1922 the distinctive Club Knoll served as the clubhouse for the Oak Knoll Golf and Country Club. Club Knoll's unique architecture and prominent tower make it a visual centerpiece for much of Oak Knoll and is a neighborhood landmark.

The desirability Oak Knoll is enhanced by the many nearby recreational and open space areas and it is convenient to good public and private schools.

The address for Oak Knoll is 8750 Mountain Boulevard, Oakland, CA 94627. The Sale Parcel has legal access from the main gate on Mountain Boulevard and the secondary gate on Keller Avenue.

## 2. Driving Directions

From San Francisco/North Bay:

Take I-580 South towards Hayward. Exit Keller Avenue. Left on Keller Ave. crossing over I-580. Right on Mountain Boulevard (first stop). Proceed 0.5 miles to main gate on left.

From Central Valley/South Bay:

Take I-580 North towards Oakland. Exit Keller Avenue. Turn sharp right on Mountain Boulevard. Proceed 0.4 miles to main gate on left.

## 3. Legal Description and Assessor Parcels

The legal description for the Sale Parcel will be an exhibit to the Quitclaim Deed that is attached hereto as Exhibit "C". However, the Government has yet to finalize the legal description for the Sale Parcel. The site plan at Exhibit "A" illustrates the approximate boundaries of the Sale Parcel. The legal description will be provided to interested parties, when available, at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov) and to the successful bidder as part of the sale closing process. If there are any questions regarding the legal description of the Sale Parcel, please contact GSA at 415-522-3426 or 415-522-3432.

The Alameda County Assessor has assigned the following assessor parcel numbers (APN) to the Naval Medical Center Oakland site, including the Excluded Parcels described herein, and are provided for reference purposes only.

043A-4675-003-15 (portion)  
043A-4712-001-00 (portion)  
043A-4713-007-00 (portion)  
048-6865-002-01 (portion)



#### 4. Excluded Parcels

Three parcels of land, totaling approximately 14.64 acres, are located within the boundary of the original 183-acre Naval Medical Center Oakland site and are not included as part of the Sale Parcel. The Seneca Center parcel contains approximately 7.92 acres and the Sea West Coast Guard Federal Credit Union parcel contains approximately 1.27 acres. The City of Oakland parcel consists of approximately 5.45 acres. The Seneca Center parcel was conveyed in November 2001. The Sea West parcel was conveyed in May 2002. The conveyance of the City of Oakland parcel is planned to occur by August 2005. The location of these parcels is shown on Exhibit "A". Non-exclusive easements have been granted and recorded for access and utilities for Seneca and Sea West.

#### 5. Existing Easements

The Sale Parcel will be sold subject to any and all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded.

#### 6. Utilities

The Government-owned utilities, which formerly served the former hospital facilities property, are to be conveyed with the Sale Parcel.

The Sale Parcel is currently served by the following public utilities:

Power and Natural Gas:  
Pacific Gas and Electric 800-468-4753  
[www.pge.com](http://www.pge.com)

Water, Sanitary and Storm Sewer:  
East Bay MUD 510-287-1380  
[www.ebmud.com](http://www.ebmud.com)

#### 7. Property Documentation

The Finding of Suitability to Transfer (FOST) is available for download at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov).

The FOST, other environmental documents and building information are available for review at the onsite GSA sales office and are available for purchase from:

East Bay Blue Print  
1745 East 14<sup>th</sup> Avenue  
Oakland, CA 94606  
510-261-2990  
[www.eastbayblueprint.com](http://www.eastbayblueprint.com)



# General Terms of Sale

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## 1. Term - "Invitation for Bids"

The term "Invitation for Bids" (IFB) as used herein refers to the foregoing IFB and its Property Description; Zoning and Entitlements; General Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental Notices; Exhibits, including Quitclaim Deed; and the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards set forth herein; and any provisions of the Bid Form; all of which are attached to this IFB and by reference, the Finding of Suitability to Transfer (FOST) dated September 1999 is incorporated in the IFB, and made a part hereof and as may be modified and supplemented by any addenda or amendments that may be issued prior to the conclusion of the online auction.

## 2. Description in Invitation for Bids

The description of the Sale Parcel set forth in the IFB and any other information provided herein with respect to said Sale Parcel are based on information available to the U.S. General Services Administration, Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to, the omission of any information available to the Government shall not constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## 3. Inspection

Inspection of the Sale Parcel is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or

any portion of the Sale Parcel offered, will NOT constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

An appointment must be made to gain access and to inspect the Sale Parcel. To make an appointment, please contact: David Haase at 415-522-3426 or Ken Paulson at 415-522-3432.

## 4. Condition of Sale Parcel

The Sale Parcel, including existing improvements, is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

## 5. Zoning and Reuse Plan

The current zoning is R-30 single family residential. This designation is generally consistent with the current neighborhood uses. The Oakland Base Reuse Authority completed a reuse plan for the property in August 1996. The plan calls for a mix of uses including residential, commercial, recreational and open space. The reuse plan was integrated into the 1998 update of Oakland's General Plan. The zoning and identified uses provide a general framework for consideration when formulating development plans.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in



regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids.

We encourage interested parties to consult with the City of Oakland, Community and Economic Development Agency at:

Gary Patton (510) 238-6281  
Deputy Planning Director - Major Projects

Claudia Cappio (510) 238-2229  
Development Director

General zoning information: (510) 238-3912 or [oaklandnet.com](http://oaklandnet.com). Follow department link to Planning and Zoning.

## 6. Redevelopment Area

The property has been designated a redevelopment area under California Community Redevelopment Law (CCRL) [California Health and Safety Code Section 33000 et seq.]. The City of Oakland adopted a redevelopment plan pursuant to CCRL on July 14, 1998. Please contact the City of Oakland at the aforementioned address for further information.

## 7. Continuing Offers

Each bid received shall be deemed to be a continuing offer for 120 calendar days after the date of the bid submittal until the bid is accepted or rejected by the Government. If the Government desires to accept any bid after the expiration of the 120 calendar days, the consent of the bidder shall be obtained prior to such acceptance.

## 8. Taxes and Closing Costs

a. As of the date of conveyance, the successful bidder shall assume responsibility

for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

b. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.

## 9. Risk of Loss

a. As of the date of conveyance, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the Sale Parcel and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Sale Parcel as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

## 10. Revocation of Bid and Default

In the event of revocation of a bid after conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.



## 11. Government Liability

If the Bid for Purchase of Government Property is accepted by the Government and (1) the Government fails for any reason to perform its obligation as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon the Government shall have no further liability to Purchaser.

## 12. Title Evidence

The successful bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Sale Parcel.

## 13. Title

If a bid for the purchase of the Sale Parcel is accepted, a Quitclaim Deed will convey the Government's interest. The form of the Quitclaim Deed for the Sale Parcel is attached to and made a part hereof the IFB (See Exhibit "C"). The Government does not anticipate any modifications to the language of the Quitclaim Deed. However, the Government reserves the right to modify the language specified herein prior to the execution of the Quitclaim Deed. The Government does not pay for title insurance, but the purchaser is encouraged to acquire a

title insurance policy from a local title company.

## 14. Tender of Payment and Delivery of Instrument of Conveyance

The Government shall set a sale closing date and said date to be not later than 90 calendar days after the Government's acceptance of the bid. Prior to closing, the successful bidder shall open an escrow account with a title company selected by the successful bidder. On the closing date, the successful bidder shall tender to the escrow agent the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the executed Quitclaim Deed. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

## 15. Delayed Closing

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

## 16. Documentary Stamp and Cost of Recording

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to



all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense. Within five business days of closing, a conformed copy of the recorded Quitclaim Deed shall be provided to:

Department of Navy  
BRAC Program Management Office West  
1230 Columbia Street, Suite 1100  
San Diego, CA 92101  
Attn: Christopher Haskett

and to:

U.S. General Services Administration  
Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3400

#### 17. Contract

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without the consent of the Government, and any assignment transaction without such consent shall be void.

#### 18. Sale and Conveyance

The sale and conveyance of the Sale Parcel shall be made subject to the following:

a. All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.

b. Any statement of facts which a physical inspection and accurate survey of the Sale Parcel may disclose.

#### 19. Officials Not To Benefit

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

No U.S. Department of Defense (DOD) employee shall purchase, either directly or indirectly through an agent or intermediary, any property that has been offered for sale by DOD or its agents. GSA employees are prohibited from bidding on the properties offered in the IFB.

#### 20. Anti-Trust Laws

The contract made by the acceptance of bid by the Government will be transmitted to the Attorney General of the United States for its advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The successful bidder shall submit names of all principals that compose the bidding entity within 10 calendar days of the acceptance of the bid by the Government to facilitate such review. Bidders are notified that the Government may be unable to accept any changes to the bidding entity after the expiration of the 10 calendar days. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the Registration Deposit and Letter of Credit associated with such bid, without interest.



# Instruction to Bidders for Online Auction

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## 1. Type of Sale

This sale will be an online auction conducted via the Internet at [www.auctionrp.com](http://www.auctionrp.com) and by submission of written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date and time for receipt of final bids will be announced at [www.auctionrp.com](http://www.auctionrp.com) and on a telephone hotline message with at least three calendar days prior notice. The auction may continue beyond that date as long as registered bidders have submitted higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 2. Terms of Sale

Bids must be on an ALL CASH basis without contingencies. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this Sale Parcel for financing. Bidders are expected to arrange their own financing, and to pay the balance in full by the closing date.

## 3. Minimum Opening Bid

The minimum opening bid of \$12 Million (\$12,000,000) serves as a reasonable starting point for the auction and it is not a reflection of the value of the Sale Parcel. The Government seeks to obtain fair market value for the Sale Parcel and reserves the right to reject any and all bids.

## 4. Registration Deposit Terms

Bidders must provide a Registration Deposit AND an Irrevocable Letter of Credit to register to bid on the Sale Parcel.

a. A Registration Deposit in the amount of One Million and 00/100 dollars (\$1,000,000.00), must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable to the Government: 1) cashier's check or 2) certified check. Personal or company checks are NOT acceptable. Please make your check made payable to: "United States of America". To register to bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send the form with your Registration Deposit and Letter of Credit to:

U.S. General Services Administration  
Property Disposal Division (9PR)  
450 Golden Gate Ave., 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: David Haase

b. In addition to the Registration Deposit, the Bidder Registration and the Bid Form for Purchase of Government Property must also be accompanied with an Irrevocable Letter of Credit, which must meet all of the following requirements:

The Irrevocable Letter of Credit must:

1. Be in the sample form provided in Exhibit "D".
2. Be in the amount of One Million and 00/100 dollars (\$1,000,000.00).
3. Be issued from a bank chartered within the United States with branches in the State of California. The issuing bank must be a federally insured institution rated investment grade or higher.





4. Be numbered for ease of reference.
5. Reference the GSA Invitation for Bid number 9PR-2005-101.
6. Be irrevocable for a minimum of 120 calendar days from the start of the auction to assure proper accumulation and presentation of documents required to demand payment.
7. Name the "United States of America" as beneficiary on the Letter of Credit.
8. Provide that payment shall be made on demand by the Government's Contracting Officer upon any default for the purchase of the Oak Knoll Sale Parcel.
9. Be notarized.

The Government will not pay for any costs associated with obtaining the Irrevocable Letter of Credit.

c. Only upon GSA's receipt and verification of the Registration Deposit and Letter of Credit will the bidder be able to bid online or to submit a written bid. All Registration Deposits received will be deposited with the United States Treasury immediately upon receipt.

d. Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an additional amount, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such additional bid deposit within ten (10) calendar days of the Government's acceptance of an offer shall require rejection of the bid and the Government shall draw upon the Irrevocable Letter of Credit. Upon receipt of the additional bid

deposit, the Irrevocable Letter of Credit will be returned to the successful bidder.

e. Upon the Government's acceptance of a bid, the Registration Deposit and additional bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within ninety (90) calendar days after acceptance of a bid by the Government. At the time of closing, all cash money paid by the purchaser will be credited, without interest, toward the total purchase price.

f. Registration Deposits and Letters of Credit accompanying bids that are rejected will be returned to bidders without interest. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the US Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit.

g. Registration Deposits and Letters of Credit received from the two highest bidders will be held as stipulated in Paragraph 14 below. All other Registration Deposits and Letters of Credit will be returned after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder.

## 5. Bidder Registration and Bids

a. Bidders must submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB along with the Registration Deposit and Letter of Credit to be authorized to bid. All information and



certification requested thereon must be provided. Bidder registration and bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the forms in this IFB.

b. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

c. If bidder registration was initially completed online, bidders must return to GSA their original signed and completed Bidder Registration and Bid Form. Bidders will not be allowed to bid online until GSA receives the original and signed bid form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

d. Upon receipt and validation of the completed Bidder Registration and Bid Form and the required Registration Deposit and Letter of Credit, bidders will be authorized to bid at [www.auctionrp.com](http://www.auctionrp.com) using a unique User ID and password.

## 6. User Identification Numbers

a. A User Identification (ID) number and password are used to register online and to place bids. If you register online at [www.auctionrp.com](http://www.auctionrp.com) you will be required to assign your own User ID (limited to eight [8] alphanumeric characters). The required password must be at least eight [8] characters and must include at least: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & \* ( ). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage

you to create your User ID in a manner that protects you or your company's identity.

b. If you do not register online, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases by mail. The User ID number will be used to identify the bidders on the recorded hotline and on our auction web page, [www.auctionrp.com](http://www.auctionrp.com).

## 7. Bidding in General

a. Bids may be delivered to our office either in person, by U.S. Mail, by private delivery services, or via the Internet at [www.auctionrp.com](http://www.auctionrp.com).

b. By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you are agreeing that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

c. Bids must be submitted without contingencies.

d. Bids submitted by mail that are not on the Bidder Registration and Bid Form will be rejected.

## 8. Daily Bidding Results

In addition to viewing the bids online at [www.auctionrp.com](http://www.auctionrp.com), bidders may call GSA's 24-hour bid hotline at 888-GSA-LAND to hear the current high bid. The property code is 101 for this property. Bids submitted online at [www.auctionrp.com](http://www.auctionrp.com) are posted immediately with the date and time submitted. The bid hotline will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal business hours. Bidders will be notified via the hotline



recording and at [www.auctionrp.com](http://www.auctionrp.com) when bidding will be closed. If your bid is not accurately shown on [www.auctionrp.com](http://www.auctionrp.com) then you should call GSA at (888) GSA-LAND ext. 3431 or 3426. Bidders are urged to pay close attention to the recording and at [www.auctionrp.com](http://www.auctionrp.com) which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

#### 9. Increasing Your Bid

If you learn from the recorded message or from [www.auctionrp.com](http://www.auctionrp.com) that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid at [www.auctionrp.com](http://www.auctionrp.com) until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids submitted by mail must be submitted on the official GSA bid forms. Official bid forms may be photocopied. Increased bids must be at least Two Hundred Thousand and 00/100 Dollars (\$200,000.00) more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the auction. To increase a previously submitted bid, bidders may use one of the following methods: US mail, in person, by private express delivery services or online at [www.auctionrp.com](http://www.auctionrp.com). In the event two bids of equal value are received via U.S. mail or online, the first bid received will be recognized.

#### 10. Call for Final Bids

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced at [www.auctionrp.com](http://www.auctionrp.com) and on the GSA bid hotline recording. If no increased bid is received by 3 p.m. Pacific

Time on the date set for receipt for final bids, then bidding will close at 3 p.m. on that same date. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Thereafter, bidding will only be continued to the next business day if an increased bid is received each day by 3:00 p.m. There is no advantage to waiting until the last minute to bid.

#### 11. Bid Executed on Behalf of Bidder

a. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

b. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.



## 12. Online Bidding

The Government will not be responsible for any failure attributable to the transmission or receipt of an online bid, including, but not limited to, the following:

1. Receipt of a garbled transmission or incomplete bid.
2. Availability or condition of the receiving electronic equipment.
3. Incompatibility between the sending and receiving equipment.
4. Malfunctioning of any network, computer hardware or software.
5. Delay in transmission or receipt of bid.
6. Failure of the bidder to properly identify the bid.
7. Security of bid data.

If your bid is not accurately shown on [www.auctionrp.com](http://www.auctionrp.com) then you should call GSA at (888) GSA-LAND ext. 3431 or 3426 for assistance.

## 13. Waiver of Informalities and Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

## 14. Backup Bidder

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second-highest bidder's bid may then be considered for award. The backup bidder's Registration deposit and Letter of Credit will be retained, without interest, until the first high bidder has increased his/her initial bid deposit to the required 10% of the purchase price. Subsequently the Registration Deposit and the Letter of Credit of the second-high bidder will be returned, without interest, by mail shortly thereafter. In the event that

the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

## 15. Acceptable Bid

A bid received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered, is an acceptable bid.

## 16. Notice of Acceptance or Rejection

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

## 17. Additional Information

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Sale Parcel offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions and requirements contained in this IFB.



# Environmental Notices

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## 1. Environmental Review

The Department of the Navy and the City of Oakland analyzed the impacts of the disposal and reuse of the property in a Joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR) as required by the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). [California Public Resource Code Section 21000 et seq., as amended]. The City of Oakland certified the EIS/EIR on June 17, 1998. Any development plan for the property may require supplemental analysis under CEQA.

## 2. Finding of Suitability to Transfer

The Department of the Navy has completed a Finding of Suitability to Transfer (FOST) and an Environmental Baseline Survey (EBS) report that is referenced in the FOST. The FOST and EBS reference environmental conditions on the Sale Parcel and on other property not subject to this IFB. The FOST sets forth the basis for the Government's determination that the Sale Parcel is suitable for transfer and is incorporated by reference as part of this IFB. The Bidder is hereby made aware of the notifications contained in the FOST and EBS and are summarized herein. Bidders are encouraged to review the FOST before making a bid.

The Finding of Suitability to Transfer (FOST) is available for download at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov).

The FOST, EBS, and other environmental documents are available for review at the

onsite GSA sales office and are available for purchase from:

East Bay Blue Print  
1745 East 14<sup>th</sup> Avenue  
Oakland, CA 94606  
510-261-2990  
[www.eastbayblueprint.com](http://www.eastbayblueprint.com)

As indicated in the FOST, the California Department of Toxic Substances Control has expressed an interest in the redevelopment of Oak Knoll by the future owner with respect to the handling of lead in soil. For more information, bidders may contact Daniel Murphy, Chief, Berkeley Unit, Office of Military Facilities, California Department of Toxic Substances Control, at (510) 540-3772.

## 3. Environmental Notifications

As included in the FOST, Exhibit "B" provides notice of the past presence of hazardous substances that were stored, released or disposed of on the Sale Parcel.

The attached Quitclaim Deed (see Exhibit "C") includes notifications regarding:

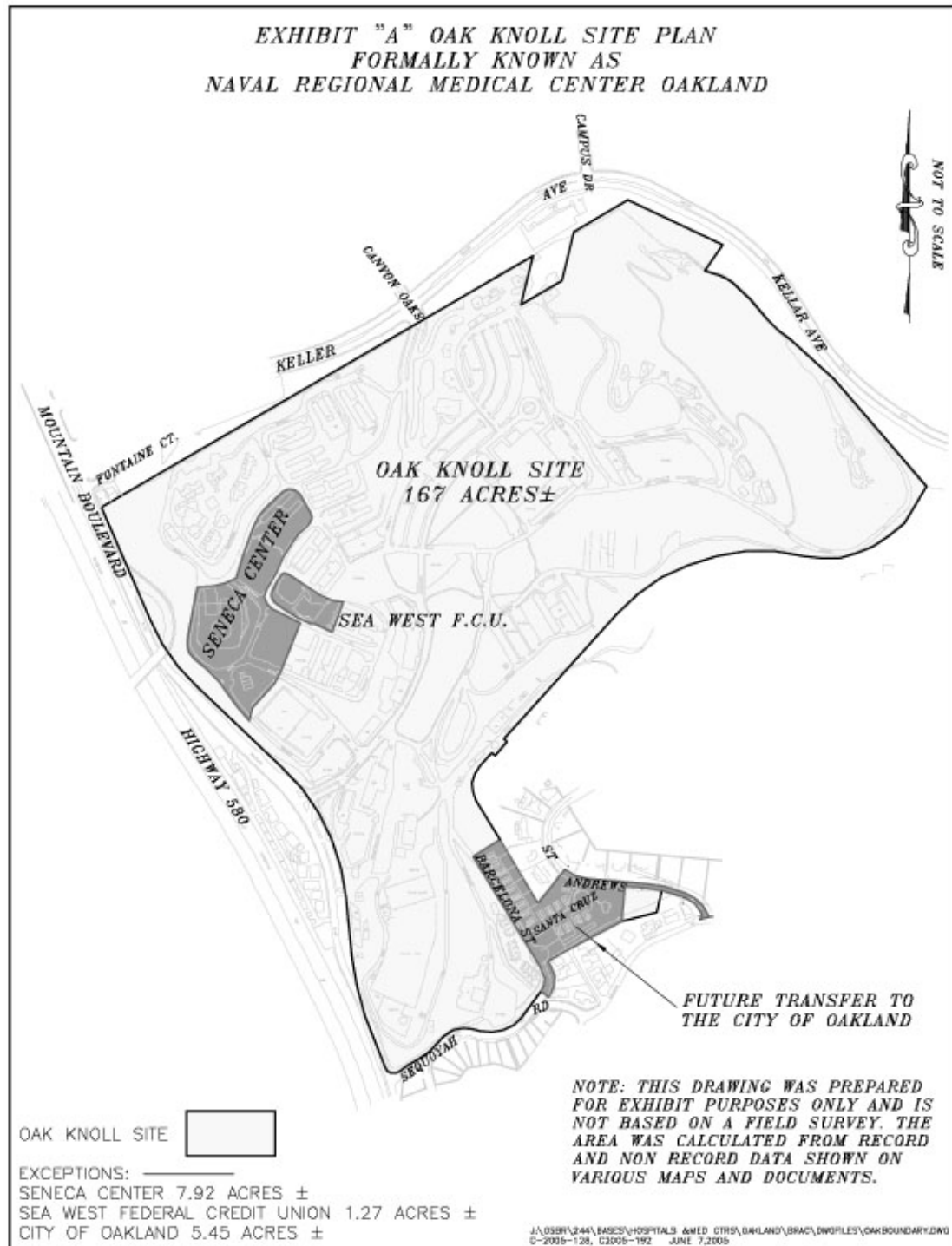
- Hazardous Substances,
- Lead-Based Paint (LBP), and
- Asbestos Containing Materials (ACM).

Bidders are strongly encouraged to review these notifications and related deed covenants prior to making a bid.



# Exhibits

## Exhibit "A" - Oak Knoll Site Plan



**Exhibit “B”**  
**Notice of Past Presence of Hazardous Substances**  
**Stored, Released or Disposed**

Building No. Use	Substance	Quantity	Date	Stored Released Disposed	Action Taken
216 Compressed Gas Storage	Acetylene	Unknown	1942-1995	Stored	Substance Removed
	Dichlorodifluoro- methane	1300 kg 2860 lb	1942-1995	Stored	Substance Removed
No Bldg. Open Space	Halogenated solvents	750-1125 kg 1650-2475 lb	1942-1995	Stored	Substance Removed
22 Boiler Plant	Water treatment chemicals	3750-5630 kg 8250-12,386 lb	1942-1995	Stored	Substance Removed

Note: The information provided above is a summary of Table 8-1, Page 45, of the Finding of Suitability to Transfer (FOST). Bidders are encouraged to review the FOST prior to making a bid.



Exhibit "C"  
Quitclaim Deed

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED  
FORMER NAVAL MEDICAL CENTER OAKLAND  
WITH ENVIRONMENTAL RESTRICTIONS PURSUANT TO  
CALIFORNIA CIVIL CODE § 1471

This deed is made this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter referred to as the "GRANTOR", and \_\_\_\_\_, hereinafter referred to as the "GRANTEE".

WITNESSETH:

WHEREAS, in response to GRANTOR'S Invitation For Bids No.9PR-2005-101, as amended, GRANTEE offered to purchase a portion of the former Naval Medical Center Oakland which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510) and which is no longer required for military purposes; and

WHEREAS, the GRANTOR accepted GRANTEE's offer to purchase and is authorized to convey a portion of the former Naval Medical Center Oakland to the GRANTEE pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510, 10 U.S.C. 2687 note), as amended;

NOW, THEREFORE, GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to GRANTEE, its successors and assigns, all of GRANTOR's right, title and





interest in and to that certain real property, comprising approximately 167 acres, more or less (hereinafter “Property”), as more particularly described in Exhibit “A”, attached hereto and by this reference made a part hereof.

I. TOGETHER WITH all of GRANTOR’s right, title and interest in and to:

- A. All buildings, improvements, and utilities located on the Property.
- B. All rights, tenements and hereditaments and appurtenances hereunto belonging.
- C. All rights to minerals, gas, oil and water.

II. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, CONDITIONS AND RESTRICTIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

A. GRANTEE hereby accepts conveyance of the property subject to any and all existing covenants, conditions, restrictions, reservations, easements, right-of-way, rights, agreements, encumbrances, recorded or unrecorded, and to the reservations, rights and covenants set forth herein.

B. GRANTEE covenants on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any additional remedial action.

C. LEAD BASED PAINT (LBP)

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 the following notice is provided: “Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead form lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.”



2. Due to the presence of LBP on structures located on the Property, interim use of these structures as residential real property or child occupied facilities prior to demolition is prohibited. The GRANTEE shall be responsible for managing all LBP and potential LBP hazards, including soil lead hazards, in compliance with Title X and all applicable federal, state and local laws and regulations. The GRANTEE covenants and agrees to conduct soil sampling and, if necessary, remediation after demolition and removal of demolition debris and prior to occupancy or any newly constructed dwelling units in a manner consistent with Title X and Department of Housing and Urban Development Guidelines.

3. The GRANTEE covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. The GRANTEE acknowledges that the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, arising after the conveyance of the Property from the GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn, the person(s) injured.

4. The GRANTEE covenants that GRANTEE will demolish the structures identified in Exhibit "B", at GRANTEE's own cost, after conveyance of the Property and that the structures identified therein will remain unoccupied.

5. The GRANTEE covenants and agrees that it will comply with all federal, State, local, and any other applicable laws regarding the lead-based paint hazards with respect to the Property. The GRANTEE shall indemnify, protect, defend and hold harmless the United States of America for any claims or losses arising from the GRANTEE's use of improvements built before 1978 that have not been demolished by GRANTEE in accordance with this deed.

#### D. ASBESTOS AND ASBESTOS CONTAINING MATERIALS

1. GRANTEE is hereby informed and does hereby acknowledge that asbestos and asbestos containing materials (ACM) have been found and are otherwise presumed to exist in buildings and structures located on the Property. GRANTEE acknowledges receipt of the FOST disclosing the presence of any known ACM in the buildings and structures on the Property. GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of the ACM hazard or demolition of the building or structure.



2. GRANTEE has inspected the Property as to its asbestos content and any hazardous condition relating thereto. GRANTEE is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns. GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that in connection with its use and occupancy of the Property and the existing buildings and structures it shall be responsible for managing ACM and for complying with all applicable federal, state, and local laws relating to asbestos, and ACM; and that GRANTOR assumes no liability for costs of any kind or for damages for personal injury, illness, disability or death, to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM in or about the Property, including but not limited to the utilities (both underground and above-ground), whether the GRANTEE, its successors or assigns have properly warned or failed to properly warn the person(s) injured. GRANTEE acknowledges that if asbestos, or ACM is not managed in compliance with applicable federal, state, and local laws and regulations, it may become a hazard.

E. NO HAZARD TO AIR NAVIGATION. GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property here described, or any part thereof, that prior to any construction or alteration on the property, it will obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration in accordance with 14 CFR Part 77 entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

F. NOTICES AND COVENANTS:

1. Notices:

a. Finding of Suitability to Transfer.

Hazardous Substance Notification. Pursuant to CERCLA 42 U.S.C. Section 9620(h), and the provisions of 40 C.F.R. Part 373, notice is hereby provided that information contained in the FOST, provided to the GRANTEE in the Invitation for Bids 9PR-2005-101, identifies hazardous substances that were stored for one year or more, known to have been released, or disposed of on the Property. The GRANTOR has made a complete search of its files and records concerning the Property and found that the FOST provides: (1) a notice of the type and quantity of such hazardous substances, (2) notice of the time the storage, release, or disposal took place, and (3) a description of the remedial action taken, if any. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. 9620(h).



**b. Notification of Pesticide Use:**

The GRANTOR shall have no obligation under the covenants provided pursuant to section 120(h)(3)(A)(ii) or section 120(h)(3)(D) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9620(h)(3)(A)(ii) and 9620(h)(3)(D), for the removal or remediation of pesticides, either at the site of their application or if moved from that site for any purpose, or from the application of any other pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.).

2. Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)]. GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

3. Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)]. GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that GRANTEE, or its successors or assigns, caused or contributed to any release or threatened release of any hazardous substance, pollutant, contaminant, petroleum or petroleum derivative.

4. Access [CERCLA 42 U.S.C. Section 9620 (h)(4)(D)(ii)]. In connection with GRANTOR's covenant in Paragraph E above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property,

GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, that GRANTOR, the United States Environmental Protection Agency, the California Department of Toxic Substances Control, and the Regional Water Quality Control Board, or their officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed or such access is necessary to carry out a response action or corrective action on adjoining property. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells and treatment facilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property.



**B.** In connection with GRANTOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such access right or any resulting remedial or corrective action against GRANTOR, the U.S. Environmental Protection Agency, the California Department of Toxic Substances, the Regional Water Quality Board, or any of such entities' officers, agents, employees, contractors or subcontractors.

**III. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS** set forth in this deed, unless subsequently released, are a binding servitude on the Property; shall inure to the benefit of the GRANTOR and GRANTEE and their respective successors and assigns, and shall be deemed to run with the land in perpetuity, pursuant to California Civil Code Sections 1462 and 1471, and other applicable authority.

**IV. LIST OF EXHIBITS:** The following exhibits are attached hereto and made a part hereof this Quitclaim Deed.

- A. Exhibit "A" Legal Description and Map of the Property
- B. Exhibit "B" Structures to be demolished

IN WITNESS WHEREOF, the GRANTOR has caused this Quitclaim Deed to be executed in its name and on its behalf by its duly authorized officer on the day first above written.

UNITED STATES OF AMERICA  
Acting by and through  
the Department of the Navy

BY: \_\_\_\_\_  
CHRISTOPHER E. HASKETT  
Real Estate Contracting Officer  
Base Realignment & Closure Office



**ACCEPTANCE AND ACKNOWLEDGMENT:**

The GRANTEE hereby accepts this Deed, acknowledges receipt of the documents described therein and agrees to be bound by all the agreements, covenants, conditions and restrictions contained therein.

XXXXXXXXXXXX

BY: \_\_\_\_\_

(insert Name)

(insert title)

Date: \_\_\_\_\_



**Exhibit “A” - Quitclaim Deed  
Former Naval Medical Center Oakland**

**Legal Description and Plats of the Property**

**IMPORTANT NOTE**

The legal description and plat map describing the Property has not been finalized by the Government. The site plan provided at Exhibit “A”, Page 14, of this Invitation for Bids illustrates the approximate boundaries of the Property. The final legal description will be provided to interested parties, when available, at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov) and to the successful bidder as part of the sale closing process. If there are any questions regarding the legal description of the Property, please contact GSA at 415-522-3426 or 415-522-3432.



## Exhibit “B” - Quitclaim Deed Former Naval Medical Center Oakland

### Structures to be Demolished

Parcel No. (from FOST)	Building No.	Building Description/Former Use	Year Built	Square Feet (approximate)
102		Johnson Circle Housing	1969	44712
115		Officer Quarters D & E Williams	1943-44	3600
140		Officer Quarters A, B & C Williams	1943-44	6250
140		Duplex Officer Quarters	1956	7059
104	63	Facilities administration	1942	13330
107	62	Financial management	1942	13230
123	65	Drug screening	1942	13230
124	66	PCO quarters	1942	13230
130	67	Dental annex	1942	13230
131	101	Naval school	1943	18664
133	75	Education and training	1943	13230
142	38,103, 108	Community service	1944	30886
147	102	Security, machine shop	1945	15300
159	110,111,112, 113,114,116	Transportation Center, vehicle storage	1945	14528
163	70	Alcohol rehabilitation	1943	13230

NOTE: The above list includes all housing where Navy did not perform abatement for LBP in soil and all buildings in the “mixed-use” area identified in the reuse plan. Buildings in other reuse areas that are not listed above may be reused if the Grantee complies with all Federal, state, local, and any other applicable law regarding lead-based paint hazards.





## EXHIBIT "D"

### Sample Letter of Credit

[LETTERHEAD AND ADDRESS OF ISSUING BANK: As per the Invitation for Bid, issuing Bank must be chartered within the United States and have branches within the State of California.]

[Issue Date]

Irrevocable Standby Letter of Credit No. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Invitation for Bid (IFB) No. 9PR-2005-101

Expiration Date: December 22, 2005

To: U.S. General Services Administration  
Property Disposal Division (9PR)  
Attn: David Haase  
450 Golden Gate Ave, 4<sup>th</sup> Floor East  
San Francisco, CA 94102

We hereby establish this irrevocable stand-by Letter of Credit no. \_\_\_\_\_ for the benefit of the UNITED STATES OF AMERICA ("Beneficiary") for the account of \_\_\_\_\_ ("Account Party") which we understand from the applicant is for the purchase of Government property entitled "Oak Knoll" up to an aggregate amount of ONE MILLION United States Dollars (U.S.\$1,000,000.00) available by presentation at \_\_\_\_\_ [insert bank name and address] of the following documents:

1. This credit.
2. Beneficiary's signed draft at sight drawn on us, stating "Drawn under irrevocable standby Letter of Credit no. \_\_\_\_\_, dated \_\_\_\_\_".
3. Beneficiary's statement on Beneficiary's letterhead signed by a Contracting Officer of Beneficiary, stating that: "The undersigned certifies that it is entitled to submit the accompanying draft under that certain Invitation for Bids 9PR-2005-101, as the same may be amended from time to time."

Multiple drawings hereunder shall be permissible. This Letter of Credit expires on December 22, 2005 and is payable at the counters of [insert issuing bank/confirming bank name and address].

We hereby engage with you that all drafts accompanied by documents drawn under and in compliance with the terms of this letter of credit will be duly honored upon presentation as specified. We waive the right to defer the honor of any such drafts presented by you.

This letter of credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits (1993 revision) International Chamber of Commerce Publication No. 500 and, to the extent not inconsistent therewith, the laws of the State of California.

If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

[INSERT NAME OF ISSUING BANK]

By \_\_\_\_\_

Name:

Title:

[INSERT OR ATTACH NOTARY STAMP]



## UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### Description of Real Property for Sale

The real property is located in Oakland, California and is being sold pursuant to the terms and conditions set forth in INVITATION FOR BIDS (IFB) No. 9PR-2005-101.

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

The Seller is aware that the property described in the IFB, was built before 1978, and, therefore, may contain lead-based paint. Seller has provided the purchaser with access to all available records and reports pertaining to lead-based paint and/or lead-based paint hazards. The records and reports were made available at the onsite GSA sales office and are available for purchase from: East Bay Blue Print, 1745 East 14<sup>th</sup> Avenue Oakland, CA 94606 Phone: 510-261-2990.

### Purchaser's Acknowledgment

Purchaser has received or reviewed copies of all information listed above. Purchaser has received or reviewed the pamphlet "Protect Your Family From Lead In Your Home." In addition, Purchaser received an opportunity (at least ten days) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right. Purchaser agrees to submit this completed form with the Bidder Registration and Bid Form or, if the high bidder, upon sale closing.

Purchaser hereby acknowledges receipt of the foregoing information and opportunity: (initial)

### Agent's Acknowledgment

The United States General Services Administration has acted as the Agent for the Department of the Navy in this transaction. The Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance.

Agent hereby acknowledges discharging its responsibility: (initial)

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature\_\_\_\_\_Date\_\_\_\_\_  
SELLER

Signature\_\_\_\_\_Date\_\_\_\_\_  
PURCHASER

Signature\_\_\_\_\_Date\_\_\_\_\_  
AGENT



**BIDDER REGISTRATION AND BID FORM  
FOR PURCHASE OF GOVERNMENT PROPERTY  
Oak Knoll - Oakland, California**

Property Code	REGISTRATION REQUIREMENTS		Minimum Opening Bid	Bid Increment
	Cash Deposit	Letter of Credit		
101	\$1,000,000.00	\$1,000,000.00	\$12,000,000.00	\$200,000.00

The undersigned bidder hereby offers and agrees to purchase the Sale Parcel, as described in the accompanying Invitation for Bids, for the bid price entered below and any bids made online at [www.auctionrp.com](http://www.auctionrp.com), if this bid is accepted within 120 calendar days after the date of receipt. This Bid Form is made subject to the provision of Invitation for Bids No. 9PR-2005-101, including its Property Description; General Terms of Sale; Instructions to Bidders for Online Auction; Environmental Notices; and Exhibits, including the Quitclaim Deed; and any amendments, all of which are incorporated herein, and by reference the Finding of Suitability to Transfer, are made a part of this bid.

I hereby acknowledge receipt of and have reviewed the aforementioned documents. x\_\_\_\_\_ (Initial)

BID AMOUNT: \$ \_\_\_\_\_

BID AMOUNT SPELLED OUT: \_\_\_\_\_

In the event this bid is accepted, the Quitclaim Deed should name the following as Grantee(s)

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):**

- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability corporation, incorporated in the State of \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING:**

Name: \_\_\_\_\_ TIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT BID FORM WITH REGISTRATION DEPOSIT AND LETTER OF CREDIT TO:**

U.S. General Services Administration  
Office of Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor East  
San Francisco, CA 94102-3434  
Attn: David Haase



## CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation named as bidder herein; that \_\_\_\_\_,  
(Name of Authorized Representative)

who signed this Bid For Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_  
(Official Title)

of said Corporation that said bid was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: \_\_\_\_\_

(Corporate Seal Here)

